



2010-0002764

RECORDING REQUESTED BY:

Carla Carter
2010 Harden Brook Drive.
Shasta Lake City, California 96019

Chris Carter
4664 Meade Street
Shasta Lake City, California 96019

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: Duane White, P.E.

Recorded	REC FEE	8.00
Official Records		
County of		
Shasta		
Leslie Morgan		
Assessor-Recorder		
01:47PM 29-Jan-2010		ZL Page 1 of 14

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Assessors Parcel Number 006-030-015-000 a Hazardous Waste Site, Valley Plating Company, Site code 453340001)

This Covenant and Agreement ("Covenant") is made by and between Christopher B. Carter and Carla M. Carter, (referred hereinafter collectively as the "Covenantor"), the current owners of property named Valley Plating situated in the City of Shasta Lake, County of Shasta, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25355.5. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 1.76 acres, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area bordered by El Cajon on the north and is located approximately 0.1 miles west from the intersection of Ashby and El Cajon (Exhibit B). This property is more specifically described as Shasta County APN: 006-030-015-000.

The Shasta County Assessor's Office lists Christopher B. Carter and Carla M. Carter as the record title owners of the Property.

1.02. The Property is being remediated pursuant to a Remedial Action Plan (RAP) pursuant to Chapter 6.8 of Division 20 of the H&SC, under the oversight of the Department. The May 1990 Final RAP provides that a deed restriction be required as part of the site remediation, because hexavalent chromium and total chromium, which is a hazardous substance, as defined in H&SC section 25316, and a hazardous material as defined in H&SC section 25260 remains in the groundwater. The Department circulated the RAP, which contains a Final Health Risk Assessment, and a Negative Declaration, pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., for public review and comment. The Department approved the RAP on May 30, 1990 pursuant to which the Property was excavated, graded, and then backfilled with clean soil.

1.03. Soil Remediation activities were completed in 1991. The soil remediation goals were: total chromium 2500 milligrams per kilogram (mg/kg), hexavalent chromium – 500 mg/kg, nickel 1500 mg/kg, and zinc 5,000 mg/kg. The soil remediation goals were for unrestricted land use.

1.04. Groundwater at the Property is found 13 to 35 feet below ground surface. Contaminants in the groundwater include hexavalent chromium (10 to 90 parts per billion, ppb), total chromium (10 to 200 ppb), and nickel (10 to 100 ppb). Hexavalent chromium is a potential carcinogen. California drinking water standards for total chromium are at 50 ppb and nickel at 10 ppb. The Department concludes that the domestic use of groundwater presents an unacceptable threat to human health and safety. A groundwater monitoring network on the Property consists of 5 monitoring wells.

ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25222.1 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department no later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the APN noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.01. Prohibited Activities. Owner or Occupant shall not conduct any activities at the Property that may interfere with the integrity or effectiveness of any monitoring or operation and maintenance activities required for the Property:

- (a) No Extraction. Owner or Occupant shall not drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including, but not limited to, domestic, potable, or industrial uses, except for necessary construction dewatering and Department-approved site remediation, unless and until expressly permitted in writing by the Department.
- (b) No Recharge. Owner or Occupant shall not install, operate, or maintain a recharge or sedimentation control basin that is designed to infiltrate water unless and until expressly permitted in writing by the Department.
- (c) No Injection. Owner or Occupant shall not install, operate, or maintain any injection well for any use unless and until expressly permitted in writing by the Department.
- (d) No building or earth moving within 10 feet of monitoring wells without notice. Any building, filling, grading, mining or excavating within ten (10) feet of the monitoring wells, unless the Covenantor shall have provided the Department written notice at least fourteen (14) days prior to commencing the activity.

4.05. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.06. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the Operation and Maintenance Agreement shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Agreement until the Department determines that no further Operation and Maintenance is required.

4.07. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of

identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation cease immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Shasta within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Carla Carter
2010 Harden Brook Drive.
Shasta Lake City, CA 96019

Chris Carter
4664 Meade Street
Shasta Lake City, CA 96019

To Department: Duane White, P.E. (1 copy)
Hazardous Substances Engineer
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.04. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05. Statutory References. All statutory references include successor provisions.

7.06. Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

By Chris Carter
Chris Carter
Property owner

Date JAN 29, 2010

By Carla Carter
Carla Carter
Property Owner

Date Jan 28, 2010

Department of Toxic Substances Control:

By Duane White
Duane White, P.E.
Project Manager

Date Jan - 29 - 2010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Shasta

On Jan. 28th 2010 before me,

Here Insert Name and Title of the Officer

personally appeared Carla Carter

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

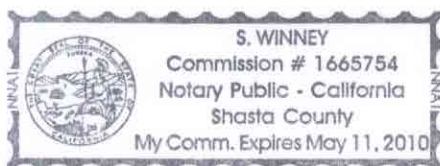
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Shasta

On Jan. 29th 2010

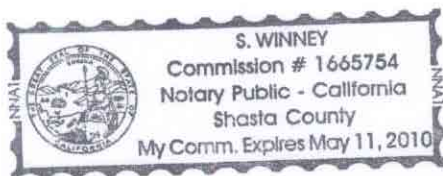
Date

before me,

Here Insert Name and Title of the Officer

personally appeared Chris Carter

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

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- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

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- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

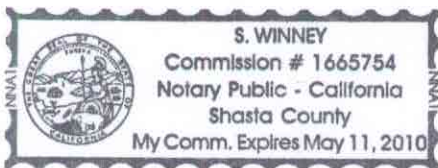
RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Shasta

On Jan 27 2010 before me, S. Winney, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Duane White
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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EXHIBITS
VALLEY PLATING

A - LEGAL DESCRIPTION

B - MAP

EXHIBIT A
LEGAL DESCRIPTION
VALLEY PLATING

EXHIBIT "A"

All that portion of the South one-half of the Northeast one-quarter of Section 36, Township 33 North, Range 5 West, M.D.B. & N., described as follows:

COMMENCING at the corner common to Sections 25, 30, 36 and 31, Township 33 North, Range 5 West, M.D.B. & N., thence South 1 degree 29'29" East 1285.63 feet to the True point of beginning, thence North 87 degrees 46'27" East 11.00 feet to the approximate center of the County Road, and thence along the approximate center of the County Road South 13 degrees 53'14" West 145.65 feet, thence South 21 degrees 27'29" West 45.00 feet; thence South 32 degrees 20'29" West 116.00 feet, thence South 23 degrees 35'44" West 139.00 feet, thence South 31 degrees 45'44" West 127.00 feet, thence South 27 degrees 14'51" West 100.00 feet, thence South 36 degrees 50'21" West 80.00 feet, thence South 44 degrees 08'21" West 154.00 feet, thence South 49 degrees 40'21" West 139.00 feet, thence South 54 degrees 21'06" West 161.00 feet, thence South 60 degrees 32'51" West 100.00 feet, thence South 66 degrees 16'21" West 238.00 feet, at which point the line leaves the County road and bears North 53 degrees 47'45" west 264.44 feet, thence North 1 degree 08'27" West 905.787 feet, thence North 87 degrees 46'27" East 1211.02 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying Westerly of the boundary agreement line described in the "Boundary Agreement and Quitclaim" recorded in the office of the County Recorder December 14, 1950, in Book 340 of Official Records at page 337, Shasta County Records.

ALSO EXCEPTING THEREFROM the parcel described in the deed to the County of Shasta recorded in the office of the County Recorder May 25, 1949, in Book 315 of Official Records at page 358, Shasta County Records.

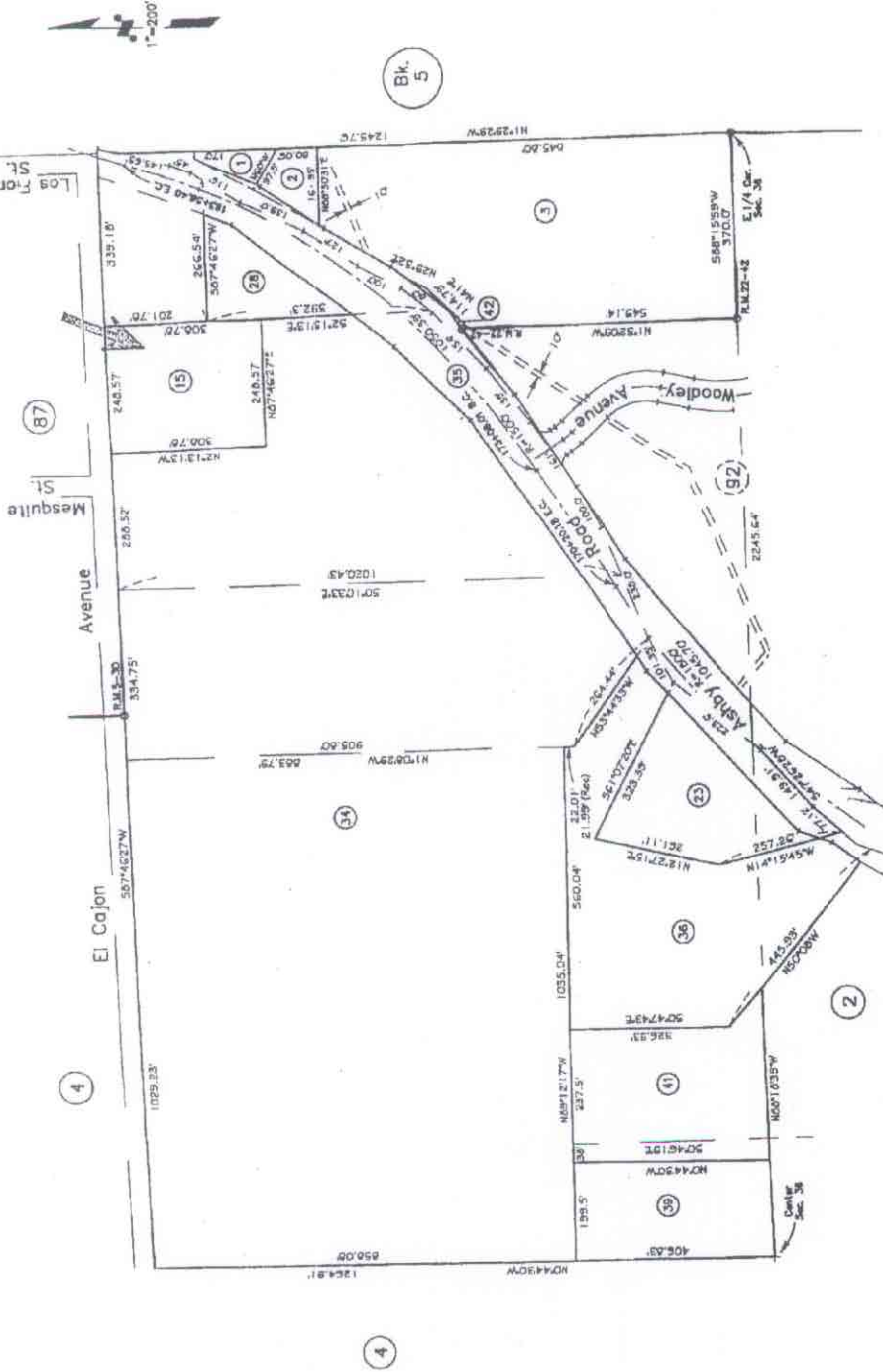
ALSO EXCEPTING THEREFROM the parcel described in the deed to Louis Stefanou, et ux, recorded in the office of the County Recorder May 18, 1951, in Book 347 of Official Records at page 401, Shasta County Records.

ALSO EXCEPTING THEREFROM the parcel described in the deed to Chester S. Pugh, Sr., a married man, recorded in the office of County Recorder June 15, 1965, in Book 840 of official Records at page 58, Shasta County Records.

EXHIBIT B
MAP
VALLEY PLATING

6-03

S.1/2,N.E.1/4,Sec.36,T.33 N.,R.5 W.



L.S.9-21,11-15,14-32,4-40,35-131,37-80,40-120

Assessor's Map Bk. 6, Pg. 03
County of Shasta, Calif
1999

SHASTA COUNTY 02/14/00 02:40:54 AM PST